

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION
**REQUEST FOR CHANGE OF OPERATOR
TRANSFER OF INJECTION OR SURFACE PIT PERMIT**

Form T-1
April 2004
Form must be Typed
Form must be Signed
All blanks must be Filled

Check Applicable Boxes:

- ☒ Oil Lease: No. of Oil Wells 1 **
☐ Gas Lease: No. of Gas Wells _____ **
☐ Gas Gathering System: _____
☐ Saltwater Disposal Well - Permit No.: _____
Spot Location: _____ feet from ☐ N / ☐ S Line
_____ feet from ☐ E / ☐ W Line
☐ Enhanced Recovery Project Permit No.: E27390
Entire Project: ☒ Yes ☐ No
Number of Injection Wells 1 **

Field Name: Quincy

**** Side Two Must Be Completed.**

Effective Date of Transfer: 1-23-06

KS Dept of Revenue Lease No.: E 27390 **115969**

Lease Name: Liebau

Sec. 13 Twp. 25 R. 13 ☒ E ☐ W

Legal Description of Lease: _____

S2 & E2S2 NW4

County: Woodson

Production Zone(s): Bartlesville

Injection Zone(s): Bartlesville

Surface Pit Permit No.: _____
(API No. if Drill Pit, WO or Haul)

Type of Pit: ☐ Emergency ☐ Burn ☐ Settling

☐ Haul-Off ☐ Workover ☐ Drilling **OC**

Past Operator's License No. 31589 **exp. 12/30/05**

Past Operator's Name & Address: ALJU Oil and Gas Co.

P.O. Box 14, Virgil, KS 66870

Title: _____

Contact Person: _____

Phone: _____

Date: New Lease "see attached copy"

Signature: _____

New Operator's License No. 33756 **✓**

New Operator's Name & Address: _____

John T Davis/ DBA Turtle Oil Co.

1229 54 Hwy, Yates Center, KS 66783

Title: owner

Contact Person: John T. Davis

Phone: 620-625-2271

Oil / Gas Purchaser: _____

Date: 4-26-06

Signature: **John T Davis**

Acknowledgment of Transfer: The above request for transfer of injection authorization, surface pit permit # _____ has been noted, approved and duly recorded in the records of the Kansas Corporation Commission. This acknowledgment of transfer pertains to Kansas Corporation Commission records only and does not convey any ownership interest in the above injection well(s) or pit permit.

_____ is acknowledged as the
new operator and may continue to inject fluids as authorized by
Permit No.: _____ Recommended action: _____

Date: _____

Authorized Signature

_____ is acknowledged as the
new operator of the above named lease containing the surface pit
permitted by No.: _____

Date: _____

Authorized Signature

DISTRICT _____ EPR **7-25-06**

PRODUCTION **JUL 26 2006** UIC **7-26-06**

Mail to: Past Operator _____ New Operator _____

District _____

Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202

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012306 Liebau IMJ.pdf

AFFIDAVIT OF NON-PRODUCTION

STATE OF KANSAS, COUNTY OF Woodson, ss:

WILLIS LIBEAU, of lawful age, being first duly sworn on his oath states that he is an owner of and familiar with the following described property, to-wit:

The Southwest Quarter (SW/4) of Section Thirteen (13),
Township Twenty-five (25), Range Thirteen (13),
Woodson County, Kansas;

and personally knows that there has been no production of oil and/or gas upon said above described property, no deferred rental payments made thereon, no wells drilled thereon nor has there been any payments of guaranteed royalties thereunder arising from the hereafter described Oil and Gas Lease within the last six (6) years.

That because of failure of lessee to perform as provided in said lease, the following described oil and gas lease, to-wit:

Oil and Gas Lease granted under date of December 14, 1994 to GARY SAGE, said lease being recorded in Book 75, Page 542 in the office of the Register of Deeds, Woodson County, Kansas;

has by its own terms expired and is no longer of any force and effect.

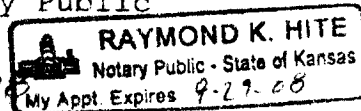
And further affiant says naught.

Willis Libeau
WILLIS LIBEAU

Subscribed and sworn to before me this 3rd day of February, 2006.

Raymond K. Hite
Notary Public

My Appointment Expires: Sept 29, 2008



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No. 9707368 Book S87 Page(s): 62
WOODSON COUNTY, KS, SS
RECORDED
Feb 27, 2006 11:35 AM Fees \$8.00

Mardelle Pringle, Register of Deeds

OIL AND GAS LEASE

AGREEMENT, made and entered into this 22 day of JAN, 2006, by and between **Willis U. Liebau and Mae Frances Liebau**, husband and wife, party of the first part, hereinafter called lessor, (whether one or more) and **Tom Davis, d/b/a Turtle Oil Company**, party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto said lessee, for the sole and only purpose of mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Woodson, State of Kansas, described as follows, to-wit:

The South Half (S/2); the East Half of the South Half of the Northwest Quarter (E/2 S/2 NW/4); and the West Half of the South Half of the Northeast Quarter (W/2 S/2 NE/4), less 11 acres,

of Section Thirteen (13) Township Twenty-five (25) Range Thirteen (13) and containing 389 acres more or less.

It is agreed that this lease shall remain in full force and effect for a primary term of one (1) year from this date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee in consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay lessor for gas from each well where gas only is found the equal one-eighth (1/8) of the gross proceeds at the prevailing market rate, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for all gas used off the premises, said payments to be made _____ and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the well at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline, one-eighth (1/8) of the proceeds at the prevailing market rate (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for the gas used, for the time during which such gas shall be used, said payments to be made _____

If no well be commenced on said land on or before the _____ day of _____, 20____, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor, or to the lessor's credit in The _____ Bank at _____ or its successors, which

shall continue as the depository regardless of changes in the ownership of said land, the sum of _____ DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for _____ months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods or the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as heretofore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

If the lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid the said lessor only in the proportion which lessor's interests bear to the whole and undivided fee, and the signing of this agreement shall be binding on each of the above named parties who sign, regardless of whether it is signed by any of the other parties.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operations thereon, except water from wells of lessor.

When requested by lessor, lessee shall bury his pipelines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by lessee's operations to growing crops on said land.

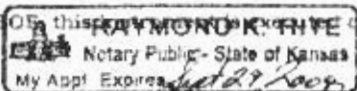
Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion, with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with the like effect as if such well had been completed within the term of years herein first mentioned.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payments of said rentals.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by the lessor, and be subrogated to the rights of the holder thereof.

IN WITNESS WHEREOF, this _____ day of _____, 20____, on the day and year first hereinabove set out



Willis U. Liebau
WILLIS U. LIEBAU

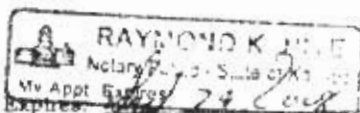
Mae Frances Liebau
MAE FRANCES LIEBAU

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STATE OF Kansas
COUNTY OF Woodson

BE IT REMEMBERED that on this 23rd day of January, 2006, before me, a Notary Public in and for the County and State aforesaid, came Willis U. Liebau and Mae Frances Liebau, husband and wife, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same to be their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written



Raymond K. Hill
Notary Public

My Appointment Expires: 12/24/08

STATE OF _____
COUNTY OF _____

BE IT REMEMBERED that on this _____ day of _____, 20____, before me, a Notary Public in and for the County and State aforesaid, came _____ who _____ personally known to me to be the same person _____ who executed the within instrument of writing and such person _____ duly acknowledged the execution of the same to be _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written

Notary Public

My Appointment Expires: _____

STATE OF _____
COUNTY OF _____

BE IT REMEMBERED that on this _____ day of _____, 20____, before me, a Notary Public in and for the County and State aforesaid, came _____ of _____ a corporation incorporated and existing under and by virtue of the laws of the State of _____, and who is personally known to me to be such officer and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

My Appointment Expires: _____

STATE OF KANSAS } SS.
WOODSON COUNTY }

This instrument was filed for record on
the 26th day of January
A.D. 2006 at 8:50 o'clock A. M.
and duly recorded in book 86
of misc. on page 679
Jessie A. Allen
REGISTER OF DEEDS/DEPUTY
FEE \$12.00

RECEIVED
MAY 12 2006
KCC WICHITA